

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/06/2022		2. CONTRACT NO. (If any) 31310020D0011		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310022F0028		4. REQUISITION/REFERENCE NO. NMSS-22-0028		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	
				d. STATE DC	e. ZIP CODE 20555-0001
7. TO: ROBERT TOTH a. NAME OF CONTRACTOR ICF INCORPORATED LLC b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 9300 LEE HIGHWAY				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY FAIRFAX				e. STATE VA	
				f. ZIP CODE 220316050	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFFICE OF NUCLEAR MATERIAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS 30	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Project Title Proposed & Final Rule Alternative Physical Security Requirements for Advanced Reactors Rulemaking  Accounting Info 2022-X0200-ADVRX-50-50D011-4011-1A-7-183-252 Continued					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME FISCAL ACCOUNTING PROGRAM						\$240,212.15
	b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						\$240,212.15
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328				

22. UNITED STATES OF AMERICA BY (Signature) 		04/06/2022		23. NAME (Typed) JEFFREY R. MITCHELL TITLE: CONTRACTING/ORDER NG OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/06/2022	CONTRACT NO. 31310020D0011	ORDER NO. 31310022F0028
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	A-1A-7-183-4011 Period of Performance: 04/06/2022 to 12/31/2024  REIMBURSABLE COST Line Item Ceiling: ██████████ Incrementally Funded Amount: ██████████  Delivery: 09/29/2023				██████████	
00002	FIXED FEE Line Item Ceiling: ██████████ Incrementally Funded Amount: ██████████  The obligated amount of award: \$90,000.00. The total for this award is shown in box 17(i).				██████████	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$240,212.15

- A - Solicitation/Contract Form .....4
  - A.1 NRC SPECIFIC INFORMATION.....4
- B - Supplies or Services/Prices .....5
  - B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION.....5
  - B.2 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I .....5
- C - Description/Specifications .....6
  - C.1 STATEMENT OF WORK.....6
- D - Packaging and Marking .....7
  - D.1 PACKAGING AND MARKING .....7
  - D.2 BRANDING .....7
- E - Inspection and Acceptance .....8
  - E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013).....8
- F - Deliveries or Performance .....9
  - F.1 PLACE OF DELIVERY-REPORTS .....9
  - F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013).....9
- G - Contract Administration Data .....10
  - G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)  
.....10
  - G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) -  
ALTERNATE I (OCT 1999) .....12
- H - Special Contract Requirements .....13
  - H.1 KEY PERSONNEL. (JAN 1993) .....13
- J - List of Documents, Exhibits and Other Attachments .....14

**A - Solicitation/Contract Form**

**A.1 NRC SPECIFIC INFORMATION**

**CONTRACTOR ACCEPTANCE OF TASK ORDER 31310022F0028**

Acceptance of Task Order No: 31310022F0028 should be made by having an official, authorized to bind your organization.

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

## **B - Supplies or Services/Prices**

### **B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Proposed & Final Rule - Alternative Physical Security Requirements for Advanced Reactors Rulemaking

(b) Summary work description: The objective of revising 10 CFR Part 73, "Physical Protection of Plants and Materials," is to enhance regulatory effectiveness by providing a stable and predictable process for implementing physical security for advanced reactors. The revision would consider technological advancements in reactor designs and their associated design features impacting the possible loss of safety functions from malicious acts and any resulting consequences. The rulemaking would permit future applicants and licensees to demonstrate their safety case and technical basis to meet alternative requirements for a risk-informed, performance-based approach for designated portions of the physical security program. The resultant physical security requirements would be more commensurate with the risks posed by advanced reactors. This rulemaking would retain the current overall framework for security requirements but would provide alternatives for advanced reactors to specific regulations and guidance related to physical security.

### **B.2 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I**

(a) The total estimated cost to the Government for full performance of this contract is [REDACTED] of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

(c) The amount currently obligated by the Government with respect to this contract is [REDACTED] of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) It is estimated that the amount currently obligated will cover performance through August 2022.

(e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(f) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

**C - Description/Specifications**

**C.1 STATEMENT OF WORK**

Refer to Attachment No. 1 [Statement of Work]

## **D - Packaging and Marking**

### **D.1 PACKAGING AND MARKING**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

### **D.2 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract/order number 31310020D0011 \_ 31310022F0028.

**E - Inspection and Acceptance**

**E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

Refer to Statement of Work section labeled deliverables.

**F - Deliveries or Performance**

**F.1 PLACE OF DELIVERY-REPORTS**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. Contracting Officer's Representative (COR):

Refer to Section G.2 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

b. Contracting Officer (1 electronic copy) - Monthly Letter Status Report (MLSR) Only

**F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on 4/6/2022 and will expire on 12/31/2024.

## G - Contract Administration Data

### NRC Local Clauses Incorporated by Full Text

### NRCAR Clauses Incorporated By Full Text

#### G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

(a) The contracting officer's authorized representative (hereinafter referred to as the COR) for this contract is:

Primary COR:



(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary

information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

**G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)**

(a) Total expenditure for travel may not exceed \$10,000.00 (base tasks) without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

\*To be incorporated into any resultant contract

(End of Clause)

## H - Special Contract Requirements

### NRC Local Clauses Incorporated by Full Text

#### H.1 KEY PERSONNEL. (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



\*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	31310020D0011 _ 31310022F0028 Attachment No. 1 Statement of Work	04/04/2022	18
2	31310020D0011 _ 31310022F0028 Attachment No. 2 NRC 187	04/04/2022	4

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Proposed and Final Rule - Alternative Physical Security Requirements for Advanced Reactors Rulemaking

### **C.1 Background**

The Nuclear Regulatory Commission (NRC) is responsible for ensuring the public health and safety, and common defense and security through licensing and inspection activities at all commercial reactor facilities in the United States. Presently, all license applications for advanced nuclear reactors under Title 10, *Code of Federal Regulations* (10 CFR), Part 50, "Domestic Licensing of Production and Utilization Facilities," or 10 CFR Part 52, "Licenses, Certifications, and Approvals for Nuclear Power Plants," would have a physical security protection program reviewed and approved under 10 CFR 73.55, "Requirements for physical protection of licensed activities in nuclear power reactors against radiological sabotage." These physical security regulations were informed to support the application, licensing, and operation of large light-water power reactors.

On November 19, 2018, the Commission approved the staff's recommendation to initiate a limited-scope revision of regulations and guidance related to physical security for advanced reactors (SRM-SECY-18-0076 "Options and Recommendations for Physical Security for Advanced Reactors" ADAMS Accession No. ML18324A469). This rulemaking would establish optional regulatory requirements to be used by applicants for new advanced nuclear reactors. The regulatory requirements developed by this rulemaking will use methods of evaluation that are flexible and practicable to a variety of advanced nuclear reactor types, including the use of risk-informed and performance-based methods.

### **C.2 Objective**

The major objective of revising 10 CFR Part 73, "Physical Protection of Plants and Materials," is to enhance regulatory effectiveness by providing a stable and predictable process for implementing physical security for advanced reactors. The revision would consider technological advancements in reactor designs and their associated design features impacting the possible loss of safety functions from malicious acts and any resulting consequences. The rulemaking would permit future applicants and licensees to demonstrate their safety case and technical basis to meet alternative requirements for a risk-informed, performance-based approach for designated portions of the physical security program. The resultant physical security requirements would be more commensurate with the risks posed by advanced reactors. This rulemaking would retain the current overall framework for security requirements but would provide alternatives for advanced reactors to specific regulations and guidance related to physical security. The staff would interact with stakeholders to identify specific requirements within existing regulations that would play a diminished role in providing physical security for advanced reactors while at the same time contributing significantly to capital and/or operating costs.

This new approach would (1) continue to provide reasonable assurance of adequate protection of public health and safety and the common defense and security, (2) promote regulatory

stability, predictability, and clarity, (3) reduce requests for exemptions from the current physical security requirements in 10 CFR Part 73 and respond to the need to establish new requirements to address non-light-water reactor technologies, (4) recognize technological advancements in reactor design, and (5) credit the potential response of advanced nuclear reactors to postulated accidents, including slower transient response times, and relatively small and slow release of fission products.

The benefits of changing the regulations for physical security for advanced reactors include (1) fewer future exemption requests as compared to those required under current regulations, (2) fewer security staff or other security features compared to those currently required by 10 CFR 73.55, "Requirements for Physical Protection of Licensed Activities in Nuclear Power Reactors against Radiological Sabotage," commensurate with offsite consequences and radiation risks to public health and safety, (3) consistent regulatory applicability in the review of physical security plans in accordance with 10 CFR Part 73, and (4) potential use of a more risk-informed, performance-based approach to address alternative physical security requirements.

The NRC will undertake significant public outreach activities during this rulemaking. This includes holding public meetings, workshops, and other public outreach activities. The NRC previously published a regulatory basis for this rulemaking action in July 2019.

### **C.3 Scope of Work/Tasks**

The contractor shall provide all resources necessary (personnel, equipment and material) to accomplish the tasks and deliverables described in this Statement of Work (SOW).

An important attribute of this SOW is to provide a detailed evaluation and technical reasoning that supports the creation of new regulations that specifically address the application, review, and licensing of advanced nuclear reactors that will be consistent with the framework of the Atomic Energy Act of 1954, as amended, while ensuring common defence, security, and protection of the health and safety of the public. This rulemaking will need to clearly define the scope and limitations of the application and licensing process for advanced nuclear reactors. The rule language, statements of consideration, and supporting documentation will contain the justification for the rulemaking and describe the necessary technical, legal, and policy issues associated with the rulemaking.

The contractor shall be knowledgeable in the NRC rulemaking process in developing a draft proposed rule and draft final rule. This includes familiarity with the preparation and publishing of proposed rule, preparation and publishing of the final rule, and other associated NRC rulemaking actions, such as the generation of supporting documents to be included in the rulemaking package (e.g., draft regulatory guides, regulatory analysis, etc.).

The contractor shall use efficiencies identified at each phase of the rulemaking process to improve the next phase of the rulemaking. The contractor shall apply the experience gained from the development of other rulemakings, utilize applicable Interim Staff Guidance, and experience from developing other public comment summary and responses to assist in this rulemaking.

The rulemaking will amend Title 10, "Energy," of the *Code of Federal Regulations* (10 CFR):

- 10 CFR Part 73, "Physical Protection of Plants and Materials"

The amendment of Part 73 would require corresponding and supportive changes to other parts, which may include but not limited to the following:

- 10 CFR Part 50—Domestic Licensing of Production and Utilization Facilities
- 10 CFR Part 52—Licenses, Certifications, and Approvals for Nuclear Power Plants

This rulemaking is being prepared specifically for commercial advanced nuclear reactors, including light-water small modular reactor and non-light-water reactor designs. While aspects of the technology-inclusive requirements might be applicable for large light-water reactors, the scope of the rule is not expected to include large light-water reactors.

During the contract period of performance, the contractor shall provide administrative services supporting the generation of a draft proposed rule and final rule, as described in the following tasks.

#### **Task C.3.1 Contract Kickoff Meeting**

Within ten (10) working days of contract award, all key contractor representatives assigned to the contract shall attend a kickoff meeting virtually or at NRC headquarters (or at another designated location) and should be prepared to discuss the NRC's rulemaking process, the requirements of the awarded contract, and the development of the regulatory infrastructure necessary to support the licensing and commercialization of advanced nuclear reactors. The contractor, NRC Contracting Official Representative (COR), and key NRC staff will establish completion schedules that include task specific due dates, as able, and identify acceptable template(s) for any deliverables at this meeting. All deliverables will be provided on or before the agreed time, will be technically acceptable, and will be free of significant spelling or grammatical errors, and will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

#### **Deliverable**

Contractor shall provide a meeting summary within seven (7) working days after the meeting.

#### **Task C.3.2 Working Group Meetings, Quarterly Progress Review Meetings, and Monthly Letter Status Reports**

- A. The contractor shall provide support at each working group meeting during the development of the proposed rule and final rule. There shall be no more than 40 working group meetings. The contractor shall assist with note-taking and making edits "on the fly" to rulemaking documents as the working group comes to decisions on policy issues and comment responses. The Contractor Technical Manager is required to participate in at least one working group meeting each month and Subject Matter Experts should attend any working group meeting where the topic is related to their expertise.
- B. Progress meetings shall be held quarterly during the contract period of performance to review the activities from the quarter just completed and upcoming activities. These meetings shall be held between the contractor and the NRC (COR and other key NRC staff). The Contractor is responsible for scheduling the quarterly progress review meetings. The contractor shall make available key personnel assigned to active tasks during these meetings. The Contractor Technical Manager is required to participate in all scheduled progress review meetings. Progress review meetings can be held at NRC headquarters or virtually.

The contractor shall provide a monthly letter status report.

All deliverables will be provided on or before the agreed time, will be technically acceptable, and will be free of significant spelling or grammatical errors, and will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

#### Deliverable

1. The contractor shall provide a meeting summary within three (3) working days after each working group meeting.
  - a. The written meeting summary shall include, at a minimum, the following:
    - (1) identification of meeting participants from the NRC and Contractor, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any action items and decisions from the meeting.
    - b. The meeting summaries shall include a list of open and closed tasks, who is responsible for the task, estimated completion date of the task, and the date/location of the next working group meeting, if available.
2. Quarterly Progress Meeting shall be held during the month following the end of the preceding quarter.
  - a. The contractor shall provide a meeting agenda at least two (2) working days prior to each meeting.
  - b. The contractor shall provide a written meeting summary within seven (7) working days after each meeting. At a minimum, it shall include: (1) identification of meeting participants from the NRC and Contractor, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any action items and decisions from the meeting.
3. The Monthly Letter Status Report shall be sent to the NRC COR and Contracting Officer by the 15<sup>th</sup> of the month following the period reported.
4. The contractor may request the postponement of the Monthly Letter Status Report and/or Quarterly Progress Meeting when minimal work is being performed (e.g.; during Commission review of the rulemaking documents). If no work was performed during the prior month, the contractor shall not prepare nor submit a Monthly Letter Status Report.

#### **Task C.3.3 Interaction with and Input from Stakeholders**

- A. The contractor shall support the conduct of various public interactions to obtain stakeholder input on the rulemaking. These public interactions could include, but are not limited to, release of preliminary rule language via a *Federal Register* notice, public meetings, workshops, and other types of public outreach activities.
- B. As part of the rulemaking process, the contractor shall assist in the development of a public outreach document. This document shall include a summary of the stakeholder involvement and comments that have been submitted. The contractor shall support the grouping/binning of comments with similar subjects/comments on the rulemaking activity. The contractor may also be requested to provide a comment resolution document and an initial response to the public comments, as needed. The summary of stakeholder involvement during the rulemaking shall include:
  - Discussion of the public and industry stakeholder involvement in the rulemaking development;

- Identification of the non-NRC individuals and groups who participated in the rule development, if any;
- Reference all correspondence from external stakeholders, including groups and individuals, plus public meeting, workshop, or outreach activity date, meeting summaries, and transcripts;
- Discussion of the public and industry position on the issue(s); and
- Public comments binning and draft responses.

The Contractor shall support and participate in approximately eight (8) public interactions, as requested by the NRC COR. All deliverable reports and presentation materials shall be provided on or before the agreed time, will be technically acceptable, will be free of significant spelling or grammatical errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

#### Deliverables

1. The contractor shall obtain stakeholder input (Task C.3.3.A). If requested, an agenda supporting the public interaction should be sent a minimum of 30 days in advance of the established meeting date. The contractor shall provide a written meeting summary within five (5) working days after each public interaction.
2. The contractor may develop and provide a summary of the stakeholder involvement on the rulemaking that includes compilation and organization of stakeholder comments by topic such that reviewers do not have to analyze each individual comment to gain an understanding of the stakeholders' position. The contractor may be requested to provide a draft response to each comment, if technically able. The rulemaking comment summaries shall be included in the public outreach document (Task C.3.3.B).

#### **Task C.3.4 Development of the Proposed Rule and Final Rule**

The contractor shall support the development of the draft proposed rule *Federal Register* notice and the draft final rule *Federal Register* notice. The contractor shall develop and submit draft final rule *Federal Register* notice that is consistent with current agency policy and protocol. Following NRC review, the contractor will assist in revising the draft proposed rule *Federal Register* notice and the draft final rule *Federal Register* notice into an acceptable template for submission to the Office of the Federal Register as a proposed rule and final rule, respectively. The contractor and the NRC COR will establish agreeable due dates and an acceptable templates for deliverables at the kick off meeting, (See Task C.3.1).

Draft proposed rule and final rule documents will be provided on or before the agreed time, will be free of significant spelling or grammatical errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

#### Deliverable

1. The contractor shall revise the draft proposed rule *Federal Register* notice into an acceptable template for submission to the Office of the Federal Register.
2. The contractor shall provide a draft proposed rule regulatory history report within 30 days after the publication of the proposed rule by the Office of the Federal Register.
3. The contractor shall provide the draft final rule *Federal Register* notice suitable for publication as the final rule.

4. The contractor shall revise the draft final rule *Federal Register* notice into an acceptable template for submission to the Office of the Federal Register.
5. The contractor shall provide a draft final rule regulatory history report within 30 days after the publication of the final rule by the Office of the Federal Register.

### **Task C.3.5 Regulatory Analysis, Backfit Considerations, and Environmental Assessment Development**

The contractor may assist in the preparation of a draft regulatory analysis, backfit considerations, and environmental assessment for the draft proposed rule and draft final rule consistent with the NRC guidance contained in NUREG/BR-0058, "Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission," 10 CFR 50.109, "Backfitting," and 10 CFR Part 51, "Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions," respectively. The contractor shall also ensure that these documents are consistent with the proposed rule language and final rule language. The contractor and the NRC COR will establish agreeable due dates and an acceptable template for each deliverable at the kick off meeting (See Task 3.1).

All documents will be provided on or before the agreed time, will be technically acceptable, will be free of significant spelling, grammatical, and calculational errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

#### **Deliverable**

The contractor shall provide support for the preparation of the following documents, as requested:

1. A regulatory analysis supporting the draft final rule. The contractor shall also provide any Excel spreadsheets and models/documents showing the calculational methods used to justify the costs of the proposed and final regulatory requirements.
2. A draft backfit analysis or a justification that a backfit analysis is not required for the draft final rule. This analysis/justification shall be included as a separate section in the draft final rule *Federal Register* notice.
3. Environmental assessment supporting the draft final rule.

### **Task C.3.6 Development of the Information Collection Burden and OMB Statements**

The contractor shall assist in preparing an analysis of the information collection burden of the draft proposed rule and the draft final rule, suitable for an Office of Management and Budget (OMB) Paperwork Reduction Act submission. An OMB supporting statement is required for each 10 CFR part affected by the rulemaking. The current scope will require these burden statements to be prepared for several 10 CFR parts in addition to 10 CFR Part 73. These parts include but are not limited to Parts 50 and 52.

The analysis of the information collection burden will be provided on or before the agreed time, will be technically acceptable, will be free of significant spelling, grammatical, and calculational errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email. The contractor and the NRC COR will establish agreeable due dates and an acceptable template for any deliverables at the kickoff meeting (See Task C.3.1).

### Deliverables

1. The contractor shall prepare and provide a draft analysis of the information collection burden of the draft final rule. The contractor shall also provide any Excel spreadsheets or other models/documents showing the calculational methods used to justify the information collection burden of the proposed and final regulatory requirements.
2. The contractor shall provide the information collection burden for the draft final rule in a format suitable for an OMB Paperwork Reduction Act submission. An OMB supporting statement is required for each 10 CFR part affected by the rulemaking.

### **Task C.3.7 Development of the Supporting Guidance Documents**

The contractor shall support the generation of new and modification of existing guidance documents, as needed, to support the implementation of the rule. These guidance documents include, but are not limited to, draft regulatory guides, final regulatory guides Interim Staff Guidance, and NRC inspection procedures.

The contractor and the NRC COR will establish agreeable due dates and an acceptable template for any deliverables at the kick off meeting (See Task C.3.1).

Supporting documents will be provided on or before the agreed time, will be technically acceptable, will be free of significant spelling and grammatical errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

### Deliverables

The contractor shall provide support for the preparation of the following documents, as requested:

1. Supporting guidance documents that describe the principles concepts and implementation requirements for rule adoption.
2. Draft regulatory guides.
3. Final regulatory guides.
4. Draft Interim Staff Guidance and NRC inspection procedures.

The issuance of these documents shall coincide with the publication of the proposed rule (for draft versions) and the final rule (for final versions).

### **Task C.3.8 Contractor Support for Additional Meetings and Hearings**

The contractor shall support the preparation, participation, and conduct of Commission meetings, NRC hearings, NRC Committee meetings, and public professional conferences related only to this rulemaking. The activities associated with this task are in addition to planned meetings under Tasks C.3.2, "Working Group Meetings, Quarterly Progress Review Meetings, and Monthly Letter Status Reports," and C.3.3, "Interaction with and Input from Stakeholders."

Preparation support shall include assisting in development of meeting agendas and presentation materials using the technical input from NRC staff. Preparation material should be sent a minimum of 30 days in advance of the established meeting date.

Participation support shall include attending of these meetings, assist in the running of any presentation (e.g., control the presentation slides using Microsoft Teams), and taking notes to be used for the meeting summary.

The Contractor shall support and/or participate in up to a total of fifteen (15) meetings and/or hearings as requested by the NRC COR. Support for these meetings or hearings may be accomplished offsite, if deemed acceptable by the NRC COR.

These activities include only supporting the proposed rule and final rule as it pertains to the rulemaking entitled "Alternative Physical Security Requirements for Advanced Reactors Rulemaking":

- Supporting senior NRC Management and Commission presentations (e.g., Commissioners' Assistants briefing);
- Supporting Advisory Committee on Reactor Safeguards presentations;
- Supporting Committee to Review Generic Requirements presentations;
- Supporting professional conferences related to advanced nuclear reactors (e.g., the NRC Regulatory Information Conference, Advanced Reactor Summit Meetings, etc.) and
- Participating in meetings by presenting the results of evaluations and answering questions.

#### Deliverable

Contractor shall provide support for the preparation of meetings and hearings and will continue to provide support for the duration of the meeting and hearing. Preparation support shall include development of presentation materials using the technical input from NRC staff. Duration support shall include taking notes to be used for the meeting summary and the running of any presentation (e.g., control the presentation slides).

If requested by the NRC COR, the contractor shall provide a written meeting summary within five (5) working days after the meeting. At a minimum, it shall include: (1) identification of meeting participants, (2) minutes of the meeting that clearly describe the substance of the meeting and participant's positions, (3) identify presentation material, and (4) any action items and decisions from the meeting. All deliverable summaries and presentation materials shall be provided on or before the agreed time, will be free of significant spelling or grammatical errors, will follow the agreed upon acceptable template, and will be provided in a Microsoft Office suite format via email.

### **C.5 Certification and License Requirements**

Not applicable

### **C.6 Reporting Requirements**

#### **C.6.1 Monthly Letter Status Report (MLSR)**

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report per Task C.3.2, "Working Group Meetings, Quarterly Progress Review Meetings, and Monthly Letter Status Reports." This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish

the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables.

### C.7 List of Deliverables

The contractor shall submit all deliverables electronically with a copy provided to the NRC COR. These deliverables shall be provided as Microsoft Office 365 Word (.docx), Excel (.xlsx), or PowerPoint (.pptx) files, as appropriate. The table below contains the anticipated delivery schedule. ***The specific dates for these deliverables shall be agreed upon between the NRC COR, NRC staff, and the contractor after task order award.***

Task No.	Deliverable	Due Date	Format	Submit To
C.3.1	Kickoff meeting written summary.	Seven (7) working dates after the meeting.	Word Document	NRC COR
C.3.2	Working group meetings, quarterly progress review meetings, &			
	1.a Written meeting agenda.	Quarterly Progress Mtgs - 2 business days prior meeting date.	Word Document	NRC COR
	1.b Written meeting summary.	Working Group Mtgs – 2 business days after meeting date Quarterly Progress Mtgs - 7 business days after meeting date.	Word Document	NRC COR
	1.c Monthly letter status reports	Reports – 15 <sup>th</sup> of each month	Word Document	NRC COR
C.3.3	Interactions with and input from stakeholders.			
	A. Participation public meetings or workshops	Presentation material – 30 calendar days before meeting date. Meeting Summary – 5 working days after the meeting.	Word Document and PowerPoint	NRC COR
	B. Public outreach document.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
C.3.4	A. Draft <i>Federal Register</i> notice for the draft proposed rule.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
	B. Proposed rule regulatory history report	Within 30 days after the publication of the proposed rule by the Office of the Federal Register	Word Document	NRC COR
	C. Draft <i>Federal Register</i> notice for the draft final rule.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
	D. Final rule regulatory history report	Within 30 days after the publication of the final rule by the Office of the Federal Register	Word Document	NRC COR
C.3.5	A. The proposed rule, draft written reports containing an environmental assessment, a regulatory analysis, and either a draft backfit analysis or a written justification that a backfit analysis is not required.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR

<b>Task No.</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Format</b>	<b>Submit To</b>
	B. The final rule, draft written reports containing an environmental assessment, a regulatory analysis, and either a draft backfit analysis or a written justification that a backfit analysis is not required.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
C.3.6	A. The proposed rule, draft analysis of the information collection burden of the affected 10 CFR sections in completed proposed rule in conformance with the template for OMB supporting statements.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
	B. The final rule, draft analysis of the information collection burden of the affected 10 CFR sections in completed final rule in conformance with the template for OMB supporting statements.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
C.3.7	A. The proposed rule, draft implementation guidance documents.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
	B. The final rule, draft implementation guidance documents.	As agreed upon by contactor and NRC COR.	Word Document	NRC COR
C.3.8	Support of additional meetings and hearings.	Agenda – 30 calendar days before meeting date. Meeting Summary – 5 working days after the meeting.	Word Document and PowerPoint	NRC COR

### **C.8 Required Materials/Facilities**

Not applicable.

### **C.9 Release of Publications**

All work under this project is expected to be unclassified but may include sensitive proprietary information.

Contractor shall not conduct third-party communications or release any information pursuant to this SOW to persons other than the NRC staff unless specifically approved by the NRC COR. In addition, any communications or release of information to other contractors working on this rulemaking activity shall be approved by the NRC COR beforehand.

### **C.10 Place of Performance**

The work to be performed under this contract/order will be primarily performed at the contractor's office or NRC Headquarters in Rockville, Maryland.

### **C.11 Recognized Holidays**

Not applicable.

### **C.12 Hours of Operation**

Not applicable.

### **C.13 Contractor Travel**

Contractor will be authorized travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds specified in the travel line item of this contract/order. All travel requires prior written Government approval from the NRC Contract Officer (CO), unless otherwise delegated to the NRC COR, except for the following items:

Task C.3.1: One (1) kickoff meeting shall be held at NRC headquarters, in Rockville, MD or virtually, with key contractor staff.

Task C.3.2: Up to forty (40) working group meetings and four (4) quarterly progress review meetings each calendar year virtually or at NRC headquarters, in Rockville, MD, with key contractor staff.

Task C.3.3.A: The contractor will provide support to NRC staff in the conduct of approximately eight (8) public meetings, workshops, or outreach activities during the draft proposed rule and draft final rule development phase. Most public meetings will be conducted virtually but may have some conducted at NRC headquarters, in Rockville, MD.

Tasks C.3.4 - 3.7: The contractor will provide support to NRC staff during working group meetings at NRC headquarters, in Rockville, MD, during the draft proposed rule and draft final rule development phase. This also includes development of the supporting documents and analyses.

Task C.3.8: The contractor will provide support to NRC staff in the preparation and participate up to a total of fifteen (15) meetings and/or hearings. Most meetings will be conducted virtually but may have some conducted at NRC headquarters, in Rockville, MD.

### **C.14 Data Rights**

Not applicable.

### **C.15 Incremental Development for Software**

Not applicable.

## **C.16 Section 508 – Information and Communication Technology Accessibility**

### **C.16.1 Introduction**

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at [https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main_02.tpl)).

### **C.16.2 General Requirements**

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

### **C.16.3 Applicable Provisions of the Revised 508 Standards**

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

<b>Applicable to the Contract/Order?</b>	<b>Provision of 36 CFR Part 1194</b>
Yes	1. <a href="#">Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements</a>
Yes	○ Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions</i>

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Yes	<ul style="list-style-type: none"> <li>○ Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)</i></li> </ul>
Maybe	2. <a href="#">Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements</a>
Maybe	<ul style="list-style-type: none"> <li>○ Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards</i></li> </ul>
Maybe	<ul style="list-style-type: none"> <li>○ Chapter 4: Hardware</li> </ul>
Maybe	<ul style="list-style-type: none"> <li>○ Chapter 5: Software</li> </ul>
Maybe	<ul style="list-style-type: none"> <li>○ Chapter 6: Support Documentation and Services (<i>applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support</i>) (<u>Always applies if Chapters 4 or 5 apply</u>)</li> </ul>
Yes	<ul style="list-style-type: none"> <li>○ Chapter 7: Referenced Standards</li> </ul>
Maybe	3. <a href="#">Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000</a>

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

Section E203.2 applies only to the NRC, except as specified below.

## C.16.4 Exceptions

### C.16.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

### C.16.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

### C.16.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

1. provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

#### **C.16.4.4 National Security Systems**

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

#### **C.16.4.5 ICT Functions Located in Maintenance or Monitoring Spaces**

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

#### **C.16.5 Additional Requirements**

##### **C.16.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure**

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

##### **C.16.5.2 Accessibility of Electronic Content**

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that
  - a. deliverables that are not *Public Facing* and not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall

conform to section E205.4 of 36 CFR § 1194

- b. deliverables that are in the form of PDF files, are not *Public Facing* and are not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

### **C.16.5.3 Other**

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

### **C.16.6 ICT Accessibility Deliverables**

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

#### **C.16.6.1 Accessibility Conformance Report (ACR)**

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

#### **C.16.6.2 Supplemental Accessibility Report (SAR)**

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

### **C.16.6.3 ICT Support Documentation**

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

### **C.16.6.4 ICT Support Documentation (Alternate Formats)**

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

### **C.16.6.5 Document Accessibility Checklist**

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarizing the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

### **C.16.6.6 Communication to ICT Users**

When the Contractor is providing ICT support services (including, but not limited to help desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

## **C.17 Applicable Publications (Current Editions)**

The contractor shall provide all necessary personnel, equipment, facilities and materials to accomplish the requirements of this contract except for the templates for the rulemaking documents (e.g.; *Federal Register* notice, SECY papers, etc.). The NRC COR or project manager will supply the manuscript templates for initiating the writing and researching process

for the *Federal Register* notice. The NRC COR will also provide the contractor, upon request, the following documents:

- Atomic Energy Act of 1954 (as amended)
- 10 CFR Chapter I
- Rulemaking Guidance – NMSS Policy and Procedures 6-10, “NMSS Procedures for Preparation and Review of Rulemaking Packages,” Revision 4 ( Accession No. ML20244A210 (non-public))
- NUREG-1379, “NRC Editorial Style Guide,” Revision 2 (ADAMS Accession No. [ML093280744](#))
- NUREG-0544, “Collection of Abbreviations,” Revision 5 (ADAMS Accession No. [ML17004A106](#))
- Public Law 115-439, “Nuclear Energy Innovation and Modernization Act” (NEIMA)
- 

The NRC electronic reading room (<http://www.nrc.gov/reading-rm.html>) contains [document collections](#) with numerous publications pertaining to this activity. The NRC COR can also provide other applicable background information and reference documentation, upon request.

The contractor shall be knowledgeable of all documents applicable to this SOW.

Additional documents for background and reference are listed in the table below.

Document Title	ADAMS Accession Number/FR Citation
Staff Requirements Memorandum (SRM)-SECY-18-0076, “Options and Recommendation for Physical Security for Advanced Reactors,” dated November 19, 2018	ML18324A478
SECY-18-0076, “Options and Recommendation for Physical Security for Advanced Reactors,”,” dated August 1, 2018	ML18170A051
Notice of Regulatory Basis for Comment – published in the <i>Federal Register</i> July 16, 2019 (84 FR 33861)	84 FR 33861
Policy Statement on the Regulation of Advanced Reactors – published in the <i>Federal Register</i> October 14, 2008	73 FR 60612

### **C.18 Security Requirements**

At a minimum, the Contract/Technical Manager shall have unescorted access to the NRC headquarters. Key personnel shall have access to the NRC intranet and the Agencywide Documents Access and Management System (ADAMS).

The contractor shall return to the NRC any issued Personal Identification Verification (PIV) badges to the NRC COR at the end of the contract period of performance. If a contractor leaves the company, the PIV badge must be returned on the employee’s final day of employment. Once the PIV badge is returned to the NRC, the contractor employee will no longer have access to NRC buildings, intranet, or sensitive automated information

technology systems or data. Additional information related to the returning of PIV badges can be found in [Management Directive 12.1](#), Section 5.